

ESTTA Tracking number: **ESTTA495144**

Filing date: **09/18/2012**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

## Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

### Opposer Information

Name	Eyestop, LLC		
Entity	Limited Liability Company	Citizenship	Arizona
Address	14667 S. 14th Way Phoenix, AZ 86434 UNITED STATES		

Attorney information	J. Damon Ashcraft Snell & Wilmer LLP One Arizona Center, 400 E. Van Buren St. Phoenix, AZ 85004 UNITED STATES dashcraft@swlaw.com, snance@swlaw.com Phone:(602) 382-6289
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### Applicant Information

Application No	85605680	Publication date	09/18/2012
Opposition Filing Date	09/18/2012	Opposition Period Ends	10/18/2012
Applicant	The Chandrasi Eye Group, LLC 721 E. Elgin St. Gilbert, AZ 85295 UNITED STATES		

### Goods/Services Affected by Opposition

Class 044. First Use: 2010/11/01 First Use In Commerce: 2010/11/01 All goods and services in the class are opposed, namely: Optician and optometric services
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### Grounds for Opposition

<i>Torres v. Cantine Torresella S.r.l.Fraud</i>	808 F.2d 46, 1 USPQ2d 1483 (Fed. Cir. 1986)
Other	Applicant has abandoned the mark and Applicant is not the owner of the mark.

Attachments	Notice Of Opposition.pdf ( 22 pages )(1087347 bytes )
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## Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Signature	/J. Damon Ashcraft/
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Name	J. Damon Ashcraft
Date	09/18/2012

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of application Serial No. 85/605,680

Published in the *Official Gazette* of September 18, 2012

EYESTOP, LLC

Opposer,

Opposition No.: \_\_\_\_\_

vs.

THE CHANDRASI EYE GROUP, LLC

Applicant.

**NOTICE OF OPPOSITION**

Eyestop, LLC, an Arizona limited liability company with its principal place of business at 14667 S. 14th Way, Phoenix, Arizona, 86434 ("Opposer"), believes that it will be damaged by the registration of Trademark Application Serial No. 85/605,680 for the standard character mark EYESTOP (the "Mark") in connection with "Optician and optometric services" in International Class 44 and hereby opposes the same.

WHEREFORE, Opposer prays that Application Serial No. 85/605,680 be rejected, that no registration be issued thereon in accordance with 15 U.S.C. §§ 1051 (a); Applicant's abandonment and non-use of the Mark; and fraud on the United States Patent and Trademark Office, and that this Opposition be sustained in favor of Opposer, and alleges the following:

I. Applicant is Not the Owner of the Mark

1. The Mark was published for Opposition on September 18, 2012.

2. On April 9, 2010, Opposer was formed as a limited liability company under the laws of Arizona for the purpose of selling and operating franchises that would provide retail optical store services and associated optician and optometric services.
3. Opposer took numerous steps in order to promote its business to various qualified prospective franchisees, including registration of the domain name <eyestop.net> on June 7, 2010.
4. Opposer also hired a service to prepare a trademark application for the mark EYESTOP and received notice on June 3, 2010 that an intent-to-use trademark application for the mark EYESTOP had been filed; unfortunately, it later came to Opposer's attention that the trademark application had not been filed as Opposer originally thought.
5. In the months after Opposer was formed, Opposer also sought out and met with numerous prospective franchisees to open optical stores and provide optician services under the Mark with stores to be branded with the Mark.
6. In the process of identifying prospective franchisees, Opposer met with Applicant and discussed the possibility of Applicant becoming a franchisee and operating an optical store and providing optician services under the mark as Opposer's franchisee.
7. On September 8, 2010, Opposer and Applicant entered into the "EyeStop Franchise Agreement" (the "Franchise Agreement") which set forth various terms of the franchise relationship between Opposer as the franchisor and Applicant as the franchisee.
8. The Agreement contains Section 6A about ownership of the Mark and other trademarks comprised or consisting of "eyestop:"

**Proprietary Marks.** Franchisee acknowledges that only Franchisor or its designated franchisees or licensees have the right to use the name “EYE STOP”, and other marks and names as may presently exist, or which Franchisor may acquire and license or franchise for use by Franchisee, including all ancillary signs, symbols or other indicia used in connection with such marks, all of which are collectively referred to in this Agreement as the “Proprietary Marks.” Franchisee agrees that it will use the Proprietary Marks only in the manner and to the extent specifically licensed by this Agreement or directed by the Manual, including but not limited to, their use in all advertising, and on all signs, literature, labels, supplies, equipment and the like utilized in the course of its business operation.

9. The Franchise Agreement further contains Section 6B about the goodwill associated with the Mark and other trademarks comprised or consisting of “eyestop:”

All goodwill associated with the Proprietary Marks, including the goodwill generated by Franchisee and all other Franchisees while conducting business under the Proprietary Marks, is and will remain property of EYE STOP, or Franchisor.

10. Following execution of the Franchise Agreement, Applicant located and leased space in a shopping mall in Mesa, Arizona known as the “Superstition Springs Center” and completed various training sessions with Opposer to prepare Applicant to open its store branded with the Mark as Opposer’s franchisee.
11. Applicant opened its store branded by the Mark in the Superstition Springs Center in November of 2010 and subsequently paid royalties for use of the Mark and various other services provided by Opposer to Applicant to enable Applicant to operate its store.
12. During the time period that Opposer was training and working with Applicant to assist Applicant in opening its store, Opposer sold a second franchise to a Dr. Durga Yerramilli (“Yerramilli”) to open up an optical store and provide optician services

under the Mark at a shopping center known as the “Paradise Valley Mall” in Phoenix, Arizona.

13. Despite Opposer’s best efforts, Applicant’s store at the Superstition Springs Center faltered and Applicant ceased paying royalties on April 29, 2012 in violation of the Franchise Agreement.
14. Opposer and Applicant became embroiled in a dispute related to Applicant’s store and terms and obligations set forth in the Franchise Agreement.
15. On April 26, 2012, Applicant then took the bizarre step of filing two trademark applications; one was the instant application for the Mark to which Opposer opposes, and another was U.S. Application Serial No. 85/605,595 for the trademark EYESTOP DESIGNER EYEWEAR FOR LESS and Design which is currently pending.
16. Upon information and belief, in submitting the application for the Mark, Applicant submitted a specimen of use attached as Exhibit A, which is nothing more than a screen shot from Opposer’s own website accessed by the <eyestop.net> domain name, a copy of the homepage is attached as Exhibit B and is identical to the specimen submitted by Applicant.
17. Applicant listed November 1, 2010 as the date of first use anywhere and as the date of first use in commerce for the Mark, a date which is almost two months after Applicant signed the Franchise Agreement and became contractually obligated to assign any rights in the Mark to Opposer.
18. On May 17, 2012, Applicant sent Opposer a cease and desist letter, a copy of which is attached as Exhibit C, whereby Applicant demanded the Opposer cease all use of the Mark and any other trademark comprised of “eyestop.”

19. On June 9, 2012, Applicant then sent another cease and desist letter, attached as Exhibit D, to Yerramilli and erroneously asserted that Applicant owned the Mark and demanded that Yerramilli cease use of EYESTOP or send Applicant a 7% royalty and 2% marketing fee in exchange for using the Mark and other marks comprised of “eyestop.”
20. Upon information and belief, Applicant had no prior rights to any trademark, either registered or common law, comprised or consisting of “eyestop” for any goods or services before Applicant signed the Franchise Agreement.
21. Under the Franchise Agreement, the application filed for the Mark listing the date of first use of November 1, 2010, approximately two months after the Franchise Agreement was signed, was in effect filed on behalf of Opposer pursuant to the obligations contained in the Franchise Agreement.
22. Because of the lack of prior rights Applicant has in the Mark and Applicant’s contractual obligation under the Franchise Agreement, the Mark is owned solely by Opposer and Applicant has no ownership of the Mark and is not entitled to a registration on the Mark for which Applicant does not own.

## II. Applicant Abandoned the Mark

23. Opposer repeats and reallages each and every allegation contained in paragraphs 1-22 inclusive, and incorporates the same as though fully set forth herein.
24. Upon information and belief, Applicant closed the Superstition Springs Center store on July 23, 2012 and a photograph of the closed store is attached as Exhibit E.

25. Upon information and belief, Applicant does not currently offer any retail optical store services or online retail optical store services featuring eyewear products.
26. Upon information and belief, following closure of Applicant's only store, Applicant has not sought out a new location for an optical store, registered any domain names to direct viewers to a website to sell eyewear products and as such, makes no use of the Mark.
27. Upon information and belief, Applicant does not intend to resume use of the Mark for any goods and services.
28. Because Applicant has closed its one and only store, does not currently offer any products or services under the Mark or any other mark comprised or consisting of "eyestop" and Applicant does not have any intent to resume such use, Applicant has abandoned the Mark and Applicant is not entitled to a registration on the Mark due to Applicant's abandonment of the Mark.

### III. Applicant Committed Fraud on the United States Patent and Trademark Office

29. Opposer repeats and realleges each and every allegation contain in paragraphs 1-28 inclusive, and incorporates the same as though fully set forth herein.
30. Opposer and Applicant agreed during the negotiation of the Franchise Agreement that Opposer would own all trademarks associated with Eyestop franchise, including the Mark, and this agreement was memorialized in the Franchise Agreement in specific sections affirmatively stating that Opposer, not Applicant would own the Trademark and associated goodwill.
31. Upon information and belief, Applicant was well aware that Opposer owned the Mark

and participated in the franchise relationship with Opposer by accepting training from Opposer and paid royalties due to Opposer up and until Applicant became embroiled in a dispute with Opposer.

32. Upon information and belief, Applicant was well aware of Opposer's franchise activities and that Opposer had licensed the use of the Mark, to at least one other franchisee, Yerramilli.

33. Upon information and belief, despite Applicant's knowledge that Opposer was the owner of the Mark, Applicant discovered Opposer's inadvertent failure to file an application for the Mark and concocted a plan to file for the Mark and other trademarks associated with Opposer's Eyestop franchise business and use those trademarks as leverage in the dispute with Opposer and to extort royalties from other franchisees, namely Yerramilli.

34. In furtherance of the plan to use the Mark and other trademarks comprised or consisting of "eyestop" to extort money from Opposer and Opposer's franchisees, and despite Applicant's knowledge of Opposer's rights, Applicant signed a declaration under 18 U.S.C. §1001 stating that willful false statements could jeopardize the validity of application or resulting registration declared in part that "he/she believes that applicant to be the owner of the trademark/service mark sought to be registered," and

"to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statement on information and belief are true."

35. Upon information and belief, Applicant had full knowledge that that it was not the owner of the mark sought to be registered and that Opposer owned all trademark rights in the Mark.

36. In view of the foregoing, Applicant submitted a false declaration and made fraudulent statements to the United States Patent and Trademark Office and the Mark should be refused registration on that basis as well.

WHEREFORE, Opposer prays that Application Serial No. 85/605,680 be rejected, that no registration be issued thereon in accordance with 5 U.S.C. §§ 1051 (a), Applicant's abandonment and non-use of the Mark, and fraud on the United States Patent and Trademark Office, and that this Opposition be sustained in favor of Opposer.

This Notice of Opposition is timely filed. As noted in the electronic filing to which the document is attached, the undersigned has authorized payment by deposit account of the filing fee of \$300.00 for opposing an application in one class in accordance with 37 C.F.R. §2.6(a)(17).

Respectfully submitted,

SNELL & WILMER L.L.P.

Dated: \_\_\_\_\_

9/18/12

By: \_\_\_\_\_

J. Damon Ashcraft  
One Arizona Center  
400 East Van Buren  
Phoenix, Arizona 85004-2202  
(602) 382-6389 (phone)  
(602) 382-6070 (fax)  
Attorneys for Opposer

## CERTIFICATE OF SERVICE

I hereby certify that on the 18<sup>th</sup> day of September, 2012, I caused the foregoing NOTICE OF OPPOSITION, pursuant to 37 C.F.R. § 2.101, to be served on the Applicant, at the correspondence address of record in the United States Patent and Trademark Office, by United States Post Office, first-class mail, postage prepaid, in an envelope addressed to:

Kuscha Hatami Fard, Esq.  
Raj Abyyanker, PC  
15870 W. El Camino Real Suite 13  
Mountain View, CA 94040

By: Sharon A. Nance  
Date: 9/18/12

# Exhibit A

eyeStop  
The Eye Care Franchise



HOME ABOUT US GLASSES CONTACTS FRANCHISE OPPORTUNITIES FAQ'S LOCATIONS CONTACT US

2 PAIRS OF  
DESIGNER EYEGLASSES

\$69

INCLUDING  
FREE EYE EXAM



## DESIGNER FRAMES FOR LESS, GUARANTEED!

DESIGNER EYEGLASSES FOR LESS... \$69.00. Includes:  
• Eye Exam  
• 2 Pairs of Designer Eyeglasses  
• 2 Pairs of Designer Contact Lenses  
• 2 Pairs of Designer Contact Lens Solutions  
• 2 Pairs of Designer Contact Lens Cases  
• 2 Pairs of Designer Contact Lens Wipes  
• 2 Pairs of Designer Contact Lens Solutions  
• 2 Pairs of Designer Contact Lens Cases  
• 2 Pairs of Designer Contact Lens Wipes

### OUR PROMISE

Bring us your prescription, and we'll guarantee you  
the lowest price on designer eyeglasses and contact lenses.  
If we don't, we'll give you \$100.00.  
\*Excludes contact lenses.  
\*Excludes contact lens solutions.

• If you're not 100% satisfied, we'll give you \$100.00.  
• No membership fees. No hidden costs.

### CLAIM YOURS

EyeStop is the only eye care franchise that guarantees  
the lowest price on designer eyeglasses and contact lenses.  
If we don't, we'll give you \$100.00.  
\*Excludes contact lenses.  
\*Excludes contact lens solutions.  
\*Excludes contact lens cases.  
\*Excludes contact lens wipes.

EYESTOP IS NOW ACCEPTING THESE INSURANCE PROVIDERS

Aetna



EyeMed

MyHumana

Superior Vision

## Exhibit B

eyeStop home page

www.eyestop.net

eyeStop

HOME ABOUT US GLASSES CONTACTS FRANCHISE OPPORTUNITIES TAGS LOCATIONS CONTACT US

2 PAIRS OF  
DESIGNER EYEGLASSES

\$69

DESIGNER FRAMES FOR LESS, GUARANTEED!

Quality eye exams are a priority at eyeStop. We know that many people feel that getting a good eye exam is a hassle. At eyeStop, we make it so easy that you'll want to come back for your next exam. We'll even give you a \$10 discount on your next exam if you bring a friend.

Don't miss the latest in designer frames. We have the latest in designer frames for less than \$69. We have the latest in designer frames for less than \$69. We have the latest in designer frames for less than \$69.

CLICK HERE

Exhibit C

Alan Singer  
May 17, 2012

**VIA E-MAIL & FACSIMILIE**

Alan Singer, President  
eyeStop, LLC  
14667 S. 14<sup>th</sup> Way  
Phoenix, AZ 85048

Re: Infringement of Trademark Rights by Alan Singer and eyeStop, LLC

Mr. Singer:

I am writing to you in connection with your activities at eyeStop.net, eyeStop, LLC, 14667 S. 14th Way, Phoenix, AZ, and any other locations wherein you have been using marks and designs containing instances and variations of The Chandrasi Eye Group, LLC's federally filed trademark eyeStop<sup>TM</sup> and eyeStop<sup>TM</sup> logo. Please note that marks and designs as used on the aforementioned website may be unauthorized and unlawful, and we hereby demand that you cease and desist from all commercial promotion of any name, logo, or slogan that is confusingly similar or diluting of The Chandrasi Eye Group, LLC's rights in its mark eyeStop<sup>TM</sup> and eyeStop<sup>TM</sup> logo.

In light of possible willful infringement of The Chandrasi Eye Group, LLC's rights, we assume that you already are aware of The Chandrasi Eye Group, LLC's claim for federal rights in eyeStop<sup>TM</sup> and eyeStop<sup>TM</sup> logo. However, for the record, please be advised that The Chandrasi Eye Group, LLC is the federal trademark applicant of the mark eyeStop<sup>TM</sup> and eyeStop<sup>TM</sup> logo in the United States and possibly elsewhere around the world. Please find attachments "A" and "B" listing formal registration information for eyeStop<sup>TM</sup> and eyeStop<sup>TM</sup> logo.

The Chandrasi Eye Group, LLC has used and promoted eyeStop<sup>TM</sup> and eyeStop<sup>TM</sup> logo in connection with its goods and services, involving significant investments in time, effort, and financial resources.

The Chandrasi Eye Group, LLC considers your use of eyeStop.net, eyeStop, LLC, 14667 S. 14th Way, Phoenix, AZ, and any other locations to constitute possible trademark infringement and dilution. Such actions are likely to confuse a reasonable consumer(s), and thus may constitute willful infringement of The Chandrasi Eye Group, LLC's trademarked rights in eyeStop<sup>TM</sup> and eyeStop<sup>TM</sup> logo. Furthermore, in the unlikely event that such use were not deemed confusing, eyeStop.net, eyeStop, LLC, 14667 S. 14th Way, Phoenix, AZ, and any other locations still damages The Chandrasi Eye Group, LLC's rights in eyeStop<sup>TM</sup> and eyeStop<sup>TM</sup> logo by diluting the distinctiveness of The Chandrasi Eye Group, LLC's trademark. Your usage of eyeStop.net, eyeStop, LLC, 14667 S. 14th Way, Phoenix, AZ, and any other locations also tarnishes the good reputation of The Chandrasi Eye Group, LLC's mark.

Alan Singer  
May 17, 2012

In light of all this, The Chandrasi Eye Group, LLC hereby demands that you provide us written confirmation no later than 5 PM on May 24, 2012 that you have taken the following steps:

1. You have disabled or terminated all display of eyeStop.net, eyeStop, LLC, 14667 S. 14th Way, Phoenix, AZ, and any other locations at any website you own or control.
2. You have requested the disabling or termination of any other display of eyeStop.net, eyeStop, LLC, 14667 S. 14th Way, Phoenix, AZ, and any other locations at any website that you are associated with, but which you do not control.
3. You have destroyed all goods and any tangible promotional materials that contain eyeStop.net, eyeStop, LLC, 14667 S. 14th Way, Phoenix, AZ, and any other locations.
4. You agree never in the future to offer for sale or otherwise commercially promote any product or service under eyeStop.net, eyeStop, LLC, 14667 S. 14th Way, Phoenix, AZ, and any other locations.
5. You agree to, if requested by Dr. Nainesh C. Bhakta, President of The Chandrasi Eye Group, LLC, stipulate to any subsequent written agreement and/or injunction barring your usage of eyeStop.net, eyeStop, LLC, 14667 S. 14th Way, Phoenix, AZ, and any other locations.

In the event that you promptly comply with these demands, The Chandrasi Eye Group, LLC is willing to waive its various potential claims against you, which include but are not limited to, TRADEMARK INFRINGEMENT, TRADEMARK DILUTION, AND UNFAIR COMPETITION. If you fail to comply with The Chandrasi Eye Group, LLC's demands stated herein, The Chandrasi Eye Group, LLC may otherwise be entitled to recover from you a judgment for all of your profits and ill-gotten gains in connection with any infringing sale or activity, in addition to all reasonable attorney's fees and costs in pursuing the instant matter.

We trust that after you have reviewed this matter, you will conclude that the best course of action is to promptly comply with The Chandrasi Eye Group, LLC's demands herein. However, to the extent you fail to comply, please be advised that this letter is without prejudice to any rights or remedies that The Chandrasi Eye Group, LLC may have.

If you wish to discuss further, all correspondence in connection with this matter should be addressed to me.

Sincerely,

Dr. Nainesh C. Bhakta, President  
The Chandrasi Eye Group, LLC  
(electronic signature)

Alan Singer  
May 17, 2012

## ATTACHMENT A

**Word Mark** EYESTOP

**Goods and Services** IC 044. US 100 101. G & S: Optician and optometric services. FIRST USE:  
20101101. FIRST USE IN COMMERCE: 20101101

**Standard Characters  
Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85605680

**Filing Date** April 23, 2012

**Owner** (APPLICANT) The Chandrasi Eye Group, LLC LIMITED LIABILITY  
COMPANY ARIZONA 721 E. Elgin St. Gilbert ARIZONA 85295

**Attorney of Record** Raj Abhyanker

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

Alan Singer  
May 17, 2012

**ATTACHMENT B**



**Word Mark** EYESTOP DESIGNER EYEWEAR FOR LESS

**Goods and Services** IC 035. US 100 101 102. G & S: Retail optical store services; retail optical store and online retail optical store services featuring eyewear products. FIRST USE: 20101101. FIRST USE IN COMMERCE: 20101101

**Mark Drawing Code** (5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

**Serial Number** 85605695

**Filing Date** April 23, 2012

**Owner** (APPLICANT) The Chandrasi Eye Group, LLC LIMITED LIABILITY COMPANY ARIZONA 721 E. Elgin St. Gilbert ARIZONA 85295

**Attorney of Record** Raj Abhyanker

**Description of Mark** The color(s) black, red, white, grey is/are claimed as a feature of the mark. The mark consists of the literal elements EYESTOP DESIGNER EYEWARE FOR LESS written in stylized form wherein word EYE is written in grey color with white colored border, word STOP is written in red color with white colored border and wordings DESIGNER EYEWARE FOR LESS written in black color as shown in the mark.

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

Exhibit D

Dr. Durga Yerramilli  
June 9, 2012

VIA E-MAIL

Dr. Durga Yerramilli  
4568 E. Cactus Road  
Phoenix, AZ 85032

Re: Infringement of Trademark Rights by Dr. Durga Yerramilli

Dr. Yerramilli:

I am writing to you in connection with your activities at eyeStop located at, 4568 E. Cactus Road, Phoenix, AZ 85032 and at eyeStop.net, wherein you have been using marks and designs containing instances and variations of The Chandrasi Eye Group, LLC's federally filed trademark eyeStop™ and eyeStop™ logo. Please note that marks and designs as used on the aforementioned website may be unauthorized and unlawful, and we hereby demand that you cease and desist from all commercial promotion of any name, logo, or slogan that is confusingly similar or diluting of The Chandrasi Eye Group, LLC's rights in its mark eyeStop™ and eyeStop™ logo.

In light of possible willful infringement of The Chandrasi Eye Group, LLC's rights, we assume that you already are aware of The Chandrasi Eye Group, LLC's claim for federal rights in eyeStop™ and eyeStop™ logo. However, for the record, please be advised that The Chandrasi Eye Group, LLC is the federal trademark applicant of the mark eyeStop™ and eyeStop™ logo in the United States and possibly elsewhere around the world. Please find attachments "A" and "B" listing formal registration information for eyeStop™ and eyeStop™ logo.

The Chandrasi Eye Group, LLC has used and promoted eyeStop™ and eyeStop™ logo in connection with its goods and services, involving significant investments in time, effort, and financial resources.

The Chandrasi Eye Group, LLC considers your use of eyeStop located at, 4568 E. Cactus Road, Phoenix, AZ 85032 and at eyeStop.net, and any other locations to constitute possible trademark infringement and dilution. Such actions are likely to confuse a reasonable consumer(s), and thus may constitute willful infringement of The Chandrasi Eye Group, LLC's trademarked rights in eyeStop™ and eyeStop™ logo. Furthermore, in the unlikely event that such use were not deemed confusing, eyeStop located at, 4568 E. Cactus Road, Phoenix, AZ 85032 and at eyeStop.net, and any other locations still damages The Chandrasi Eye Group, LLC's rights in eyeStop™ and eyeStop™ logo by diluting the distinctiveness of The Chandrasi Eye Group, LLC's trademark. Your usage of eyeStop located at, 4568 E. Cactus Road, Phoenix, AZ 85032 and at eyeStop.net, and any other locations also tarnishes the good reputation of The Chandrasi Eye Group, LLC's mark.

Dr. Durga Yerramilli

June 9, 2012

In light of all this, The Chandrasi Eye Group, LLC hereby demands that you provide us written confirmation no later than 5 PM on June 15, 2012 that you have taken the following steps:

1. You have disabled or terminated all display of eyeStop located at, 4568 E. Cactus Road, Phoenix, AZ 85032 and at eyeStop.net, and any other locations at any website you own or control.
2. You have requested the disabling or termination of any other display of eyeStop located at, 4568 E. Cactus Road, Phoenix, AZ 85032 and at eyeStop.net, and any other locations at any website that you are associated with, but which you do not control.
3. You have destroyed all goods and any tangible promotional materials that contain eyeStop located at, 4568 E. Cactus Road, Phoenix, AZ 85032 and at eyeStop.net, and any other locations.
4. You agree never in the future to offer for sale or otherwise commercially promote any product or service under eyeStop located at, 4568 E. Cactus Road, Phoenix, AZ 85032 and at eyeStop.net, and any other locations.
5. You agree to, if requested by Dr. Nainesh C. Bhakta, President of The Chandrasi Eye Group, LLC, stipulate to any subsequent written agreement and/or injunction barring your usage of eyeStop located at, 4568 E. Cactus Road, Phoenix, AZ 85032 and at eyeStop.net, and any other locations.

In the event that you promptly comply with these demands, The Chandrasi Eye Group, LLC is willing to waive its various potential claims against you, which include but are not limited to, TRADEMARK INFRINGEMENT, TRADEMARK DILUTION, AND UNFAIR COMPETITION. If you fail to comply with The Chandrasi Eye Group, LLC's demands stated herein, The Chandrasi Eye Group, LLC may otherwise be entitled to recover from you a judgment for all of your profits and ill-gotten gains in connection with any infringing sale or activity, in addition to all reasonable attorney's fees and costs in pursuing the instant matter.

We trust that after you have reviewed this matter, you will conclude that the best course of action is to promptly comply with The Chandrasi Eye Group, LLC's demands herein. However, to the extent you fail to comply, please be advised that this letter is without prejudice to any rights or remedies that The Chandrasi Eye Group, LLC may have.

If you wish not to comply with the demands stated above and wish to continue the use of The Chandrasi Eye Group, LLC's federally filed trademark eyeStop™ and eyeStop™ logo, then you shall sever all contracts, agreements, warranties and any other obligations with Mr. Alan Singer and eyeStop, LLC immediately. If you do wish to continue the use of The Chandrasi Eye Group, LLC's federally filed

trademark eyeStop™ and eyeStop™ logo, then you must agree to make payments to The Chandrasi Eye Group, LLC 7% royalty fee and 2% marketing fee of your total gross revenue on a weekly basis. You shall enter into an agreement with The Chandrasi Eye Group, LLC, which will be sent separately from this letter if you shall continue the use of The Chandrasi Eye Group, LLC's federally filed trademark eyeStop™ and eyeStop™ logo.

If you wish to discuss further, all correspondence in connection with this matter should be addressed to me.

Sincerely,

Dr. Nainesh C. Bhakta  
President  
The Chandrasi Eye Group, LLC  
(electronic signature)

Alan Singer  
May 17, 2012

## ATTACHMENT A

**Word Mark** EYESTOP

**Goods and Services** IC 044. US 100 101. G & S: Optician and optometric services. FIRST USE:  
20101101. FIRST USE IN COMMERCE: 20101101

**Standard Characters  
Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 85605680

**Filing Date** April 23, 2012

**Owner** (APPLICANT) The Chandrasi Eye Group, LLC LIMITED LIABILITY  
COMPANY ARIZONA 721 E. Elgin St. Gilbert ARIZONA 85295

**Attorney of Record** Raj Abhyanker

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

Exhibit E



